

1 by Tenant for the same purposes as immediately prior to such Taking or as contemplated herein,
2 or (ii) so much of the Tenant Common Area Easement described in paragraph 6(b) above that
3 access to the Premises is permanently impeded.

4 (b) Tenant's Rights Upon Taking or Substantial Taking. In the event of a
5 Taking of Substantially All of the Premises, Tenant, at its option upon thirty (30) days' written
6 notice to Landlord, which shall be given no later than sixty (60) days following the Taking, shall
7 have the right to terminate this Lease. All Base Rent and other sums payable by Tenant
8 hereunder shall be apportioned and paid through and including the Date of Taking, and neither
9 Landlord nor Tenant shall have any rights in any compensation or damages payable to the other
10 in connection with such Taking.

11 (c) Tenant's Rights Upon Less Than Substantial Taking. In the event of a
12 Taking of less than Substantially All of the Premises that has had an adverse affect on operations
13 of the Premises by Tenant, Base Rent and other charges shall be reduced fairly and equitably in
14 accordance with the portion condemned or taken, effective as of the Date of Taking, and Tenant
15 shall make all necessary restorations to the Improvements so that the portions of the
16 Improvements not taken constitute a complete architectural unit, provided that the cost thereof to
17 Tenant shall not exceed the proceeds of Tenant's condemnation award (to the extent that such
18 relates to the Improvements and not to Tenant's personal property, intangibles or out-of-pocket
19 expenses unrelated thereto) and the portion of Landlord's award allocable to the Premises (to the
20 extent that such relates to improvements constructed on the Premises versus the income stream
21 generated to Landlord by the Premises), which Landlord shall make available to Tenant for such
22 restoration.

23 If such Taking occurs within the last two (2) years of the Main Term or of any Option
24 Period and has a material impact on Tenant's ability to conduct business as reasonably
25 determined by Tenant, this Lease shall terminate at Tenant's option, such option to be exercised
26 by Tenant giving not less than thirty (30) days' prior written notice to Landlord.

27 (d) Landlord's Obligations Upon Any Taking. In the event of any Taking
28 following which the Lease continues in effect, Landlord shall make all necessary restorations to
29 all portions of the Common Areas on the Landlord's Premises, the Tenant's Preferred Area and
30 the LRA such that they each constitute a complete architectural unit and serve the function

1 originally intended. Additionally, Landlord shall assure (through parallel lease provisions or
2 otherwise) that all areas of the Shopping Center leased to third party tenants or sold to third party
3 occupants are subject to substantially similar reconstruction obligations to those of the Common
4 Areas on Landlord's Premises, the Tenant's Preferred Area and the LRA, such that in the event
5 of any condemnation of any portion of the Shopping Center whatsoever, and in the event Tenant
6 elects to maintain this Lease in force, Tenant shall be assured that the Shopping Center will be
7 reconstructed to its former conditions within a reasonable time.

8 (e) Rights Upon Temporary Taking. In the event of a Taking of the Premises,
9 the Tenant's Preferred Area and/or the Common Areas on the Shopping Center, or any portion
10 thereof, for temporary use (specifically one not exceeding one hundred twenty (120) days in
11 duration), without the taking of the fee simple title thereto, this Lease shall remain in full force
12 and effect. All awards, damages, compensation and proceeds payable by the condemnor by
13 reason of such Taking relating to the Premises, or relating to the Common Areas but reasonably
14 attributable to the Premises, for periods prior to the expiration of the Lease shall be payable to
15 Tenant. All such awards, damages, compensation and proceeds for periods after the expiration
16 of the Lease shall be payable to Landlord. Anything contained herein to the contrary
17 notwithstanding, a temporary Taking for any period in excess of one hundred twenty (120) days
18 may, at Tenant's option, be deemed a permanent Taking and shall be governed by subparagraph
19 (b) or (c) above, as applicable.

20
21 (f) Tenant's Right Upon Condemnation. In the event of a Taking described
22 in subparagraph (b) or (c) above, Tenant shall be entitled to claim compensation from the
23 condemning authority for the value of its leasehold interest in the Premises, its unamortized
24 leasehold improvements paid for by Tenant, relocation expenses and any other items to which
25 Tenant is entitled under applicable law.

26 17. Assignment and Subletting. Tenant shall have the right to sublet, assign,
27 transfer, reassign and grant concessions or licenses (a "Transfer") in all or any part of the
28 Premises and any of Tenant's rights and obligations under this Lease during the Term, without
29 Landlord's prior consent; provided Tenant will notify Landlord of any such transfer within thirty
30 (30) days after it has been effected. In the event of such a Transfer, Tenant and Guarantor shall

1 remain liable for all of Tenant's obligations to Landlord arising hereunder but shall not incur any
2 additional liability as a result of any change, modification or amendment to the Lease by
3 Landlord and any transferee. Transfers to subsidiaries, affiliates, or related parties, and Transfers
4 involving beneficial ownership interests in Tenant, shall not be deemed a Transfer hereunder and
5 same may be effected without Landlord's consent; provided Tenant will notify Landlord of any
6 such transfer within thirty (30) days after it has been effected.

7 18. Use.

8 (a) Tenant shall initially maintain, use and operate the Premises as a retail
9 store for (i) the sale of consumer, office and automotive electronics products (which include, but
10 shall not be limited to, televisions, stereos, speakers and video and audio recorders and players
11 and cameras), computer hardware and software and related software services, including internet
12 access services, entertainment software and entertainment media (which include, but shall not be
13 limited to, records, game cartridges, video tapes, cassettes and compact discs, DVD's and DVD
14 equipment), cellular and wireless telephones and telecommunication devices, and the sale and
15 installation of motor vehicle audio, stereo and telephone systems and technological evolutions of
16 the foregoing (all of such items and any related goods being herein collectively referred to as the
17 "Products"), and (ii) renting, servicing, repairing and warehousing of the Products.

18 (b) Thereafter, Tenant shall have the right to use the Premises for any lawful
19 retail use; provided, however, that the Premises shall not be used (i) for more than two (2)
20 separate retail stores (with each separate store being operated under a single trade name), (ii) for
21 any illegal purpose, (iii) for any use prohibited under paragraph 19(a)(viii) entitled "Prohibited
22 Activities", (iv) in violation of any applicable provision of the "Permitted Encumbrances"
23 including any restrictive covenants, referenced in Exhibit "F", (v) for a primary use (other than
24 the Tenant's contemplated initial use of the Premises as set forth in subparagraph (a) above)
25 which is duplicative of a primary use then being conducted in the Shopping Center by another
26 occupant of the Shopping Center, or (vi) in violation of the REA. Furthermore, Tenant shall not
27 use or permit the Premises (or any subdivided portion of the Premises) to be used for a primary
28 use:

- 29 i. As a jewelry store (except in connection with a permitted catalog
30 store);

- 1 ii. As a book superstore (only so long as a book superstore is
2 operating in the Shopping Center in a building exceeding 8,500
3 square feet, and in such event such prohibition shall terminate
4 upon such store's ceasing to operate as described above for a
5 period of three hundred sixty-five (365) consecutive days,
6 regardless of such store's subsequent re-opening);
7 iii. As a supermarket;
8 iv. As an office products store (only so long as there is an office
9 products store open for business in the Shopping Center , and in
10 such event such prohibition shall terminate upon such store's
11 ceasing to operate for such use for a period of three hundred sixty-
12 five (365) consecutive days, regardless of such store's subsequent
13 re-opening);
14 v. As a toy store (only so long as a toy store is open for business in
15 the Shopping Center , and in such event such prohibition shall
16 terminate upon such store's ceasing to operate for such use for a
17 period of three hundred sixty-five (365) consecutive days,
18 regardless of such store's subsequent re-opening);
19 vi. As a discount drugstore (only so long as there is a discount
20 drugstore open for business in the Shopping Center , and in such
21 event such prohibition shall terminate upon such store's ceasing to
22 operate for such use for a period of three hundred sixty-five (365)
23 consecutive days, regardless of such store's subsequent re-
24 opening);
25 vii. As a restaurant and/or bar;
26 viii. As a shoe store (only so long as there is a shoe store open for
27 business in the Shopping Center , and in such event such
28 prohibition shall terminate upon such store's ceasing to operate for
29 such use for a period of three hundred sixty-five (365) consecutive
30 days, regardless of such store's subsequent re-opening).
31 (c) Except as may be expressly set forth in this paragraph 18, nothing

32 contained in this Lease shall be construed to require Tenant to operate the Premises continuously
33 but if used, such use will be in compliance with (a) or (b) above. Tenant shall be permitted to
34 conduct temporary outdoor promotional sales on the Common Areas on Landlord's Premises
35 only if (and only to the same extent as) other tenants or occupants of the buildings within the
36 Shopping Center are permitted to conduct such sales.

37 19. Warranties, Representations and Covenants.

38 (a) Landlord represents, warrants and covenants to Tenant that:

1 (i) Quiet and Peaceful Enjoyment. Tenant shall have quiet and
2 peaceful use, enjoyment and occupancy of the Premises.

3 (ii) Title. As of the date of this Lease, Landlord's fee simple interest
4 in the Landlord's Premises is free and clear of any mortgages, deeds, encumbrances,
5 declarations, easements, agreements, leases, tenancies or restrictions, except the REA and those
6 matters set forth on Exhibit "F" attached hereto and entitled "Permitted Encumbrances", or any
7 other encumbrances which would restrict Tenant's use of the Building for the sale of Products or
8 would restrict in any respect the right of Tenant, its employees, customers and invitees to use the
9 Common Areas in accordance with the terms of this Lease. Landlord specifically covenants and
10 warrants that, subject to the exclusives granted to other occupants of the Shopping Center set
11 forth on Exhibit "F", no third party, including but not limited to any other occupant of the
12 Shopping Center, has the right to object to Tenant's tenancy hereunder (including, specifically,
13 its right to exercise the rights granted under this Lease and to operate its business in the
14 Premises), or to prohibit the selling, renting, servicing, repairing or warehousing of the Products,
15 or the right to consent to any feature of the Improvements or Tenant's signage. The
16 representations, warranties, indemnifications and covenants contained in this paragraph are a
17 material inducement to Tenant's execution of this Lease.

18 (iii) Certificate of Authority. Landlord covenants that it is a duly
19 constituted general partnership under the laws of the State of Ohio, and that its authorized agent
20 who is acting as its signatory in this Lease is duly authorized and empowered to act for and on
21 behalf of the general partnership. Landlord has furnished Tenant prior hereto with evidence of
22 (a) the existence of the general partnership, and (b) the authority of the agent to bind the general
23 partnership as contemplated herein.

24 (iv) No Litigation. As of the date of this Lease, there are no judicial,
25 quasi judicial, administrative or other orders, injunctions, moratoria or pending proceedings
26 against Landlord or the Shopping Center which preclude or interfere with, or would preclude or
27 interfere with, the construction contemplated herein or the occupancy and use of the Premises for
28 the purposes herein contemplated.

29 (v) Hazardous or Toxic Materials. To the best of Landlord's
30 knowledge, Landlord has not used, discharged, dumped, spilled or stored any Hazardous

1 Substances (as defined in paragraph 1(a) of the Construction Provisions) on or about the
2 Shopping Center, whether accidentally or intentionally, and has received no notice and has no
3 knowledge that any such condition exists at the Shopping Center. If any claim is ever made
4 against Tenant by any third party (including, without limitation, any governmental agency)
5 relating to Hazardous Substances present at or around the Shopping Center, whether or not such
6 substances are present as of the date hereof, or any Hazardous Substances are hereafter
7 discovered at the Shopping Center (unless introduced by Tenant, its agents or employees), all
8 costs of removal incurred by, all liability imposed upon, or damages suffered by Tenant because
9 of the same shall be borne by Landlord, and Landlord hereby indemnifies and agrees to defend
10 and hold Tenant harmless from and against all such costs, losses, liabilities and damages,
11 including, without limitation, all third-party claims (including sums paid in settlement thereof
12 with or without legal proceedings) for personal injury or property damage and other claims,
13 actions, administrative proceedings, judgments, compensatory and punitive damages, penalties,
14 fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants
15 or experts fees and all costs incurred in enforcing this indemnity. The representation, warranty
16 and indemnity of Landlord described in this paragraph 19(a)(v) shall survive the termination or
17 expiration of this Lease. Tenant acknowledges that, based solely on the environmental
18 investigations conducted on its behalf, as of the date of this Lease, it is not aware of the presence
19 of any Hazardous Substance which Landlord is required to remediate under current law. Tenant
20 shall not cause or permit any Hazardous Substances to be upon, about, a part of, or beneath the
21 Premises or the Shopping Center. Subject to Landlord's obligation to indemnify Tenant as set
22 forth in this paragraph, Tenant shall, at its sole cost and expense, promptly take all actions to
23 comply fully with all present and future laws concerning Hazardous Substances arising as a
24 result of Tenant's breach of its obligation contained in the immediately preceding sentence.
25 Tenant hereby indemnifies and agrees to defend and hold Landlord harmless from and against all
26 costs, losses, liabilities and damages, including, without limitation, all third-party claims
27 (including without limitation any governmental agency and including sums paid in settlement
28 thereof, with or without legal proceedings) for personal injury or property damage, other claims,
29 actions, administrative proceedings, judgments, or compensatory and punitive damages,
30 penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings),

1 consultants' or experts' fees, and all costs incurred in enforcing this indemnity should Tenant
2 use, discharge, dump, spill or store or knowingly permit any Hazardous Substance to be used,
3 discharged, dumped, spilled or stored, upon, about or a part or beneath the Premises or the
4 Shopping Center. The warranty, indemnity and obligations of Tenant described in this paragraph
5 shall survive the termination or expiration of this Lease. For purposes of this paragraph,
6 Hazardous Substances shall not include substances utilized in connection with the maintenance
7 and operation of Tenant's Building, provided such substances are utilized and stored in
8 compliance with all applicable environmental laws.

9 (vi) INTENTIONALLY DELETED.

10 (vii) Zoning and Subdivision. The Premises and the Shopping Center
11 are presently properly subdivided, in conformity with all applicable laws and zoned so as to
12 permit (A) the development and operation of the Premises and the Shopping Center in
13 accordance with the provisions of this Lease; and (B) the initial use of the Premises described in
14 paragraph 18 of this Lease.

15 (viii) Prohibited Activities.

16 (1) Landlord and Tenant shall not operate or lease (or permit to be operated or leased)
17 any building or tenant space in the Tenant's Preferred Area or on the Landlord's Premises,
18 including the Premises, for use as:

- 19 A. a flea market;
- 20 B. a massage parlor;
- 21 C. a funeral home;
- 22 D. a facility for the sale of paraphernalia for use with illicit drugs.
- 23 E. a facility for the sale or display of pornographic material (as
24 determined by community standards for the area in which the Shopping Center is
25 located);
- 26 F. a carnival, amusement park or circus;
- 27 G. a facility for any use which is illegal or dangerous, constitutes a
28 nuisance or is inconsistent with an integrated, community-oriented retail and
29 commercial shopping center;
- 30 H. a facility for the sale or rental of used goods (including thrift
31 shops, secondhand or consignment stores) or any facility selling new or used
32 merchandise as a wholesale operation, a liquidation operation, odd lots, lot sales,
33 factory close-outs or imperfect goods (excluding any of such sales as listed in this
34 subparagraph (H) which are conducted as an incidental part of a retail operation;
- 35 I. a facility for the sale of new or used motor vehicles, boats, trailers
36 or mobile homes (the parties specifically acknowledge that the foregoing shall not

1 prohibit a new car dealership if such new car dealership stores and displays all of
2 its inventory within its enclosed premises).

3
4 (2) Landlord shall not operate or lease (or permit to be operated or leased) any
5 building or tenant space within three hundred (300) feet (measured from the front [i.e. parking
6 lot] entrance of the Building to the front entrance of the space in question) for use as, and Tenant
7 shall not permit the Premises to be used as:

8 (A) a bar, tavern, pub, nightclub, or dance hall or disco in
9 which less than fifty percent (50%) of its space or revenue is devoted to and
10 derived from food service;

11 (B) a bowling alley;

12 (C) a billiard or bingo parlor;

13 (D) an off-track betting parlor (regardless of size or percentage
14 of restaurant use);

15 (E) a skating rink;

16 (F) a laser tag or virtual reality facility, or for the primary use
17 as an arcade or pinball or computer game room (provided that retail facilities may
18 display electronic games or computer games for entertainment purposes [but said
19 games may be used for entertainment purposes only incidental to another primary
20 use]);

21 (G) a banquet hall, auditorium or other place of public
22 assembly (except in connection with the operation of a hotel/motel);

23 (H) a training or educational facility (including, without
24 limitation, a beauty school, barber college, reading room, school or other facility
25 catering primarily to students or trainees rather than customers); or

26 (I) a theater of any kind.

27 (J) a gas station, auto repair or body shop; provided, however,
28 the parties specifically acknowledge that Tenant's car stereo installation facility is
29 not included in this subparagraph (J) and the type of operations generally
30 conducted by regional or national automotive parts or tire chains such as, but not
31 limited to, Pep Boys and Western Auto shall not be in violation of this
32 prohibition; or

33
34 In addition, no auction, fire or going-out-of business sale shall be conducted in the
35 Shopping Center.

36 (ix) Site Covenants. With regard to the development of the Shopping
37 Center and the uses and operations of the Common Areas, Landlord makes the following
38 representations, warranties and covenants (the "Site Covenants"):

39 (A) Building Location. No outparcels, barriers, buildings, kiosks or other
40 structures, either temporary or permanent, shall be located within Tenant's Preferred Area, and

1 no building located on an outparcel in the Shopping Center shall exceed the size necessary for
2 such outparcel to maintain, within its boundaries, the parking ratio required for it to function as a
3 self-contained unit without use of parking spaces located in the Common Areas. No
4 development shall occur within Tenant's Preferred Area.

5 (B) Construction and Alterations. Following the end of the first Lease Year,
6 no exterior construction and no construction staging shall be permitted in the Tenant's Preferred
7 Area or on any service roads during the months of October, November and December except for
8 emergency repairs and interior alterations not affecting the operations of any other occupant of
9 the Shopping Center. In the event of any construction within the Shopping Center, Landlord
10 shall designate a construction access route, staging and parking areas located so as to minimize
11 interference with customers or the operations of other occupants of the Shopping Center and
12 shall require erection of safety barriers as necessary and an opaque wall around the site of such
13 construction of a size necessary to screen such construction from ground level view. With regard
14 to any construction on Landlord's Premises, Landlord shall be solely responsible for any
15 governmentally imposed impact fees, hookup, connection, installation or tap in fees and other
16 similar construction-related charges. Other than de minimus changes which do not adversely
17 affect the Premises or Tenant's Preferred Area, Landlord shall make no changes in Tenant's
18 Preferred Area as shown on the Site Plan (including, without limitation, changes in the location
19 of curbcuts, drive aisles, roadways, sidewalks or parking spaces) without Tenant's express
20 written consent, which Tenant may, in its sole discretion, withhold. With respect to portions of
21 the Common Areas on the Shopping Center outside of Tenant's Preferred Area, Landlord may
22 make other changes provided such changes do not materially and adversely affect Tenant's
23 parking, visibility or access. Any changes which would cause a material adverse effect on
24 Tenant's parking, visibility or access to said Common Areas may be made only upon receipt of
25 Tenant's express written consent.

26 (C) Prohibited Uses in Common Area. Landlord (as to the Common Areas on
27 Landlord's Premises and the Tenant's Preferred Area) and Tenant (as to the Common Areas on
28 the Premises) covenant that they shall not, without the other party's express written consent,
29 permit the following uses or activities to occur in said Common Areas: (1) signs except for
30 pylon, under canopy and/or monument signs, advertisements (provided such are not of

1 "billboard" dimensions, provided that advertisements for "Best Buy" (or any other tenant which
2 sells all or substantially all of the Products) shall not be permitted unless such company becomes
3 an occupant of the Shopping Center, and further provided that any advertisements for Best Buy
4 are not situated immediately eastward of the eastern face of the enclosed mall building), "for
5 rent" signs, traffic control signs; (2) display or sale of merchandise (except as otherwise set forth
6 in paragraph 18(c) above); (3) operation of loudspeakers or other sound electronically amplified
7 so as to be heard in the Common Areas; (4) imposition of a charge for parking other than the
8 CAM Charge; or (5) operation of cellular telephone or other telecommunication tower in the
9 parking areas situated immediately eastward of the eastern face of the enclosed mall building for
10 use by any other party not an occupant of the Shopping Center. Landlord further covenants that
11 it will not seek, nor permit any other occupant of the Shopping Center to seek, a variance or
12 waiver from the minimum parking requirements applicable to the Shopping Center under the
13 zoning code or other applicable ordinance establishing the ratio of parking spaces to building
14 area or otherwise mandating the number of parking spaces required for the Shopping Center and
15 the uses contained therein. If reasonably required in Landlord's opinion, parking by employees
16 of Tenant, Landlord and other occupants of the Shopping Center shall be designated "employee
17 parking" areas, the location of which shall be agreed upon by Landlord and Tenant, but in no
18 event shall such designated areas be within the Tenant's Preferred Area.

19 (D) Easements. Except for occupants of the Shopping Center and the
20 properties contiguous thereto, Landlord shall not grant any parking easements in the Common
21 Areas without Tenant's prior written consent.

22 (x) Interference with Tenant's Reception/Transmission. Landlord
23 shall not install or, to the extent it has the authority to do so, permit to be installed by any other
24 tenant or other person anywhere in the Shopping Center, any structure or equipment which, to
25 the best of Landlord's actual knowledge, would cause any interference with satellite, radio,
26 telecommunications, or television reception or transmission in or from the Building.

27 (xi) Notices Affecting the Premises. Landlord shall promptly forward
28 to Tenant any notice or other communication affecting the Premises received by Landlord from
29 any owner of property adjoining, adjacent or nearby to the Premises, the Shopping Center or

1 from any municipal or governmental authority, in connection with any hearing or other
2 administrative procedure relating to the use or occupancy of the Premises.

3 (xii) Constructive Trust. Landlord covenants that all sums paid by
4 Tenant to Landlord and intended for payment by Landlord to a third party (such as, by way of
5 example, taxes and certain elements of CAM Charges) are given to Landlord in trust and shall be
6 applied only for such third-party payments, as and when due. Tenant acknowledges that
7 Landlord may commingle such funds with other funds of the Landlord, and Landlord does not
8 have to maintain a separate accounting therefor, nor pay any interest thereon, to Tenant.

9 (xiii) Absence of Obstructions. To Landlord's knowledge, the land
10 upon which the Premises are located is free of any obstructions, foundations or footings, utilities,
11 improvements or tenancies other than those underground facilities shown on drawings previously
12 furnished by Landlord to Tenant. If in connection with Tenant's construction of the
13 Improvements, Tenant discovers any obstructions, foundations or footings, utilities or
14 improvements in or on the Land (other than as set forth above) which Tenant is required to either
15 (A) remove; or (B) leave in place in connection with its construction of the Improvements,
16 Landlord agrees to reimburse Tenant for (1) the cost of such removal to the extent such cost
17 exceeds \$2,000.00; and/or (2) the cost to design and install the Improvements in order to leave
18 the encroachments in place to the extent such cost exceeds \$2,000.00.

19 (b) Tenant's Authority. Tenant represents, warrants and covenants to
20 Landlord that Tenant is a duly constituted corporation organized under the laws of the
21 Commonwealth of Virginia; it has the power to enter into this Lease and perform Tenant's
22 obligations hereunder; and the Vice President executing this Lease on Tenant's behalf has the
23 right and lawful authority to do so.

24 (c) Additional Remedies. In addition to such other remedies as may be
25 accorded Tenant at law, in equity (including but not limited to an injunction or writ of specific
26 performance) or under the terms of this Lease, (i) in the event that any of the representations,
27 warranties and covenants set forth in paragraphs 19(a)(i), (ii), (iii), (iv), (vii) and (x) are untrue or
28 incorrect, or (ii) in the event that Tenant suffers any loss, cost, liability or damage as a result of
29 the breach of any of such covenants, representations and warranties, Landlord shall defend,

1 indemnify and hold Tenant harmless from any of such loss, costs, liability or damage incurred as
2 a result of Landlord's breach hereunder.

3 20. Estoppel Certificates. Without charge, at any time and from time to time
4 hereafter (but not more frequently than twice in one year), within thirty (30) days after receipt of
5 written request by either party, the other party shall certify, by written and duly executed
6 instrument, to any other entity ("Person") specified in such request: (a) as to whether this Lease
7 has been supplemented or amended, and, if so, the substance and manner of such supplement or
8 amendment; (b) as to the validity, force and effect of this Lease, to the certifying party's best
9 knowledge; (c) as to the existence of any default hereunder, to the certifying party's best
10 knowledge; (d) as to the existence of any offsets, counterclaims, or defenses hereto on the part of
11 such other party, to the certifying party's best knowledge; (e) as to the commencement and
12 expiration dates of the Term; and (f) as to any other matters which may reasonably be so
13 requested. In addition, without charge, at any time any from time to time hereafter (but not more
14 frequently than twice a year), within thirty (30) days after receipt of written request of Tenant,
15 Landlord shall deliver an estoppel certificate to Tenant's assignee or subtenant that states in the
16 event Tenant defaults under any of its obligations under this Lease following the date of any
17 assignment or subletting hereunder, Landlord will permit such assignee or subtenant to satisfy
18 obligations of Tenant hereunder, including but not limited to the direct payment of rentals to
19 Landlord. Any such certificate may be relied upon by the party requesting it and any Person to
20 whom the same may be exhibited or delivered, and the contents of such certificate shall be
21 binding on the party executing same. Any request for any such certificate by Tenant must
22 contain a reference to this paragraph 20 and the obligation of the applicable party to provide such
23 certificate.

24 21. Subordination, Non-Disturbance and Attornment. Tenant has agreed to execute
25 a SNDA substantially in the form of Exhibit G attached hereto. Landlord shall obtain the
26 signature of the holder of the Mortgage ("Mortgagee") within ninety (90) days of the mutual
27 execution of this Lease. Such Agreement shall contain, at a minimum, the following: (i) the
28 Lease shall not terminate simply by reason of a foreclosure or deed in lieu thereof
29 ("Foreclosure"), (ii) Tenant's possession of the Premises shall not be disturbed so long as Tenant
30 is not in default under any of the material terms, covenants or conditions of the Lease, beyond

1 any applicable cure period provided in the Lease, (iii) the Mortgagee or purchaser upon such
2 Foreclosure shall recognize Tenant and all its rights hereunder and shall be obligated to fully and
3 completely perform Landlord's duties and obligations under the Lease arising from and after the
4 date of such Foreclosure, including but not limited to an obligation to make all payments to
5 Tenant and satisfy all construction obligations set forth in this Lease, so long as Tenant is not in
6 default under any of the material terms, covenants or conditions of this Lease, beyond any
7 applicable cure period provided in the Lease, (iv) Tenant shall not be named as a party in any
8 action for Foreclosure unless required by law, (v) the Mortgagee, whether or not the Mortgage is
9 foreclosed, shall make all proceeds arising from a casualty or condemnation loss to the Premises
10 available to Tenant for restoration of the Improvements in accordance with the terms hereof, and
11 (vi) in the event of a Foreclosure, Tenant shall attorn to the Mortgagee or any purchaser at the
12 Foreclosure sale. Upon Tenant's receipt of the non-disturbance and attornment agreement, this
13 Lease shall be subordinate to the Mortgage. Landlord shall cause any present or future
14 Mortgagee to deliver a non-disturbance and attornment agreement in accordance with this
15 paragraph 21 at or prior to the time which the lien of the Mortgage is filed against record title to
16 the Premises. As used in this paragraph 21, the term "Mortgage" shall mean any mortgage, deed
17 to secure debt, deed of trust, trust deed or other collateral conveyance of, or lien or encumbrance
18 against, the Premises. In the event of a Foreclosure of any Mortgage, Tenant shall attorn to a
19 Mortgagee or any purchaser at Foreclosure of a Mortgage, and Landlord shall be released from
20 all liability with respect to events occurring from and after the date of such foreclosure. In the
21 event Landlord's interest in the Premises passes to a successor (the "Successor") by sale, lease,
22 Foreclosure or in any other manner, provided such successor assumes Landlord's obligations
23 hereunder, Tenant shall be bound to the Successor under all of the terms of this Lease for the
24 balance of the Term, with the same force and effect as if the Successor were the initial Landlord
25 under the Lease, and Tenant hereby agrees to attorn to the Successor as its Landlord. Such
26 attornment to be effective upon written notice thereof given by Landlord to Tenant.

27 22. Tenant's Financing. Notwithstanding any other provisions of this Lease, Tenant
28 may, without Landlord's consent, from time to time, secure financing or general credit lines and
29 grant the lenders thereof as security therefor, (i) a security interest in Tenant's trade fixtures,
30 personalty, inventory and trade equipment (collectively, "Personalty"), (ii) the right to enter the

1 Premises to realize upon any Personalty so pledged provided that such secured creditor agrees to
2 pay for any and all damages caused to the Premises in pursuit of its remedies against Tenant,
3 and/or (iii) a collateral assignment of Tenant's leasehold interest in the Premises, with rights of
4 reassignment (but in all events subject to the terms of this Lease, with no release of liability on
5 the part of Tenant or any future holders of Tenant's rights herein); provided, however, such
6 collateral assignment may be made solely for the purpose of securing Tenant's indebtedness.
7 Upon Tenant providing notice of such financing to Landlord, Landlord agrees to evidence its
8 consent in writing to such security interest and agreement and to give such lenders the same
9 notice and opportunity to cure any default of Tenant as is provided Tenant hereunder. In
10 addition, Landlord agrees to cause any Mortgagee specifically to acknowledge the rights of
11 Tenant's lenders described herein and in paragraph 23 below.

12 23. Tenant's Property and Waiver of Landlord's Lien. All of the Personalty shall be
13 and remain the personal property of Tenant and shall be removable by Tenant any time prior to
14 the expiration or earlier termination of this Lease. Landlord shall permit Tenant to enter the
15 Premises for thirty (30) days after the expiration of the Lease to remove its Personalty from the
16 Premises provided Tenant makes such request at least ninety (90) days prior to the expiration of
17 this Lease and, upon the expiration of the Lease, pays Landlord all charges that would have been
18 due Landlord with respect to such thirty (30) day period had the Lease continued through such
19 additional thirty (30) day period. (A nonexclusive list of Tenant's removable trade fixtures is
20 attached hereto as Exhibit "D".) Landlord expressly waives its statutory or common law
21 landlord's liens (as same may be enacted or may exist from time to time) and any and all rights
22 granted under any present or future laws to levy or distrain for rent (whether in arrears or in
23 advance) against the aforesaid property of Tenant on the Premises and further agrees to execute
24 any reasonable instruments evidencing such waiver, at any time or times hereafter upon Tenant's
25 request. In the event Tenant is authorized but fails to remove any and all of its Personalty within
26 thirty (30) days of the expiration or termination of this Lease or Tenant's right of possession
27 thereunder, Landlord may remove and take possession of such Personalty, or the balance thereof
28 and thereafter charge Tenant the reasonable cost of such removal. Those improvements that are
29 integrated into the physical structure of the Improvements shall not be removed and shall become
30 property of the Landlord. Tenant agrees to promptly repair any damage to the Improvements

1 occasioned by the removal of Tenant's trade fixtures, trade furnishings and trade equipment, and
2 to surrender the Premises in a broom-clean condition and otherwise maintained as contemplated
3 in Section 10 above. Tenant agrees that at the expiration of this Lease, it will deliver to Landlord
4 peaceable possession of the Premises.

5 24. Memorandum of Lease: Commencement Date Agreement. Landlord and Tenant
6 agree, at the other's request and at the sole expense of the requesting party, to execute a
7 Memorandum of Lease in recordable form, substantially similar to that attached hereto as Exhibit
8 "H", setting forth such provisions hereof as may be required by State law. In addition, Landlord
9 and Tenant shall execute a Commencement Date Agreement in the form attached hereto as
10 Exhibit "T", once the Commencement Date has been established. Recording costs for either or
11 both documents shall be borne by the party requesting recordation of the same. The provisions
12 of this Lease shall control, however, with regard to any omissions from, or provisions hereof
13 which may be in conflict with, the Memorandum of Lease or Commencement Date Agreement.

14 25. Expiration of Term and Holding Over. Should Tenant hold over this Lease shall
15 continue in force from month to month, subject to all of the provisions hereof and at one hundred
16 twenty-five percent (125%) of the monthly Base Rent (or Interim Rent, as the case may be)
17 Tenant had been paying during the preceding Lease Year, plus Tenant shall pay all other charges
18 contained herein. No holding over by Tenant or acceptance of rent or other charges by Landlord
19 shall operate as a renewal or extension of the Lease without the written consent of Landlord and
20 Tenant. During the last year of the Term, Tenant will allow Landlord or its agents, upon
21 reasonable notice, to show the Premises to prospective tenants, purchasers, or mortgagees during
22 reasonable business hours provided the same does not interfere with the conduct of Tenant's
23 business.

24 26. Force Majeure. Except as otherwise specifically contemplated in this Lease or in
25 the Construction Provisions, in the event that Landlord or Tenant shall be delayed or hindered in,
26 or prevented from, the performance of any act required hereunder by reason of strikes, lockouts,
27 labor troubles, inability to procure materials, delay by the other party, failure of power or
28 unavailability of utilities, riots, insurrection, war or other reason of a like nature not the fault of
29 such party or not within its control, then performance of such act shall be excused for the period
30 of delay, and the period for the performance of any such act shall be extended for a period

1 equivalent to the period of such delay; provided, however, that in connection with the
2 construction of the Improvements, the consequences of delays by the other party shall be
3 governed by the Construction Provisions. The provisions of this Lease related to force majeure
4 shall not operate to excuse Tenant from prompt payment of ground rent, Interim Rent, Base
5 Rent, additional rent or any other payments required by the terms of this Lease.

6 27. Events of Tenant's Default. Any of the following occurrences, conditions or acts
7 by Tenant shall constitute an "Event of Default" under this Lease:

8 (a) Failure to Pay Rent: Breach. (i) Tenant's failure to make any payment of
9 money required by this Lease (including without limitation Base Rent, Interim Rent, CAM
10 Charges or Real Estate Taxes), within ten (10) days after written notice is given (pursuant to
11 paragraph 32) from Landlord to Tenant that same is overdue; or (ii) Tenant's failure to observe
12 or perform any other material provision of this Lease within thirty (30) days after written notice
13 is given (pursuant to paragraph 32) from Landlord to Tenant specifying such default and
14 demanding that the same be cured; provided that, if such default is a non-monetary default and
15 cannot with due diligence be wholly cured within such thirty (30) day period, Tenant shall have
16 such longer period as is reasonably necessary to cure the default, so long as Tenant proceeds
17 promptly to commence the cure of same within such thirty (30) day period and diligently
18 prosecutes the cure to completion. In the case of an emergency, Landlord shall be required to
19 give only such notice as is reasonable under the circumstances.

20 (b) Bankruptcy. Tenant's adjudication as bankrupt or insolvent, or the
21 appointment of a receiver, trustee in involuntary bankruptcy or other, similar officer to take
22 charge of any substantial part of Tenant's property, which proceeding is not dismissed within
23 one hundred twenty (120) days after it is begun.

24 28. Landlord's Remedies. After the occurrence of an Event of Default by Tenant,
25 Landlord shall have the right to exercise the following remedies:

26 (a) Continue Lease. Landlord may, at its option, continue this Lease in full
27 force and effect, without terminating Tenant's right to possession of the Premises, in which event
28 Landlord shall have the right to collect Base Rent, Interim Rent and all other charges when due.
29 Landlord shall also have the right, in Landlord's exercise of reasonable efforts to mitigate its
30 damages (which Landlord hereby agrees to make), at its option, from time to time, without

1 terminating this Lease or its right to collect Base Rent, Interim Rent and all other charges when
2 due, to re-enter and/or to relet the Premises, or any part thereof, with legal process, as the agent,
3 and for the account, of Tenant upon such terms and conditions as Landlord may deem advisable,
4 in which event the rents received on such reletting shall be applied (i) first to the reasonable and
5 actual expenses of such reletting and collection, including without limitation necessary
6 renovation and alterations of the Premises, reasonable and actual attorneys' fees and any
7 reasonable and actual real estate commissions paid, and (ii) thereafter toward payment of all
8 sums due or to become due Landlord hereunder. Any such reentry shall not be deemed a
9 termination of the Lease or an acceptance by Landlord of a surrender thereof with Landlord
10 retaining the right to collect all rent and all other charges when due. If due to such reletting a
11 sufficient amount to pay such expenses and sums shall not be realized or secured, then Tenant
12 shall pay Landlord any such deficiency monthly and Landlord may bring an action therefor for
13 all present and future monthly deficiencies. Landlord shall not, in any event, be required to pay
14 Tenant any sums received by Landlord on a reletting of the Premises in excess of the rent
15 provided in this Lease, but such excess shall reduce any accrued present or future obligations of
16 Tenant hereunder. Landlord's reentry and reletting of the Premises without termination of this
17 Lease shall not preclude Landlord from subsequently terminating this Lease as set forth below.
18 In the event that Tenant does not pay when due any sums due under this Lease, such unpaid
19 amounts shall bear interest from the due date thereof to the date of payment at the annual rate
20 (the "Default Rate") equal to four percent (4%) plus the "Prime Rate". In the event such rate is
21 prohibited by law, unpaid amounts shall bear interest at the maximum rate permitted by law. For
22 purposes hereof the "Prime Rate" shall be the Prime Rate as set forth from time to time in the
23 Money Section of The Wall Street Journal, or if such Prime Rate is not ascertainable as
24 aforesaid, Landlord and Tenant shall mutually agree upon a comparable rate as a substitute
25 therefor.

26 (b) Terminate Lease. Landlord may terminate this Lease by written notice to
27 Tenant specifying a date therefor, which shall be no sooner than thirty (30) days of Landlord
28 giving such notice to Tenant in accordance with paragraph 32, and this Lease shall then
29 terminate on the date so specified as if such date had been originally fixed as the expiration date

1 of the Term. In the event of such termination, Landlord shall be entitled to recover from Tenant
2 all of the following:

3 (i) The "worth at the time of the award" (defined below) of any
4 obligation which has accrued prior to the date of termination; and

5 (ii) The "worth at the time of the award" of the amount by which the
6 unpaid Base Rent and all other charges which would have accrued after termination until the
7 time of award exceeds the amount of any sums which Landlord has (or Tenant proves that
8 Landlord could have) received in mitigation.

9 As used in this paragraph 28(b), the term, "worth at the time of the award", shall be
10 computed by allowing simple interest at an accrual rate of twelve percent (12%) for past due
11 obligations, and a discount rate to net present value of ten percent (10%) on anticipated future
12 obligations, on the amount of the obligations payable on the date of such calculation. In the
13 event this Lease shall be terminated as provided above, by summary proceedings or otherwise,
14 Landlord, its agents, servants or representatives may immediately or at any time thereafter
15 peaceably re-enter and resume possession of the Premises and remove all persons and property
16 therefrom, by summary dispossession proceedings.

17 (c) Injunctive Relief and Specific Performance. Landlord shall also be
18 entitled to seek injunctive relief and/or specific performance as a remedy for an Event of Default
19 by Tenant.

20 (d) Additional Damage. Landlord may also recover from Tenant, and Tenant
21 shall pay to Landlord upon demand, such reasonable and actual expenses as Landlord may incur
22 in recovering possession of the Premises, placing the same in good order and condition, and
23 repairing the same for reletting, and all other reasonable and actual expenses, commissions and
24 charges incurred by Landlord in exercising any remedy provided herein or as a result of any
25 Event of Default by Tenant hereunder (including, without limitation, its reasonable attorney's
26 fees), provided that in no event shall Tenant be obligated to compensate Landlord for any
27 speculative or consequential damages caused by Tenant's failure to perform its obligations under
28 this Lease.

29 (e) Remedies Are Cumulative. The various rights and remedies reserved to
30 Landlord herein are cumulative, and Landlord may pursue any and all such rights and remedies

1 (but no others), whether at the same time or otherwise (to the extent not inconsistent with
2 specific provisions of this Lease). Notwithstanding anything herein to the contrary, Landlord
3 expressly waives its right to forcibly dispossess Tenant from the Premises, whether peaceably or
4 otherwise, without judicial process, such that Landlord shall not be entitled to any "commercial
5 lockout" or any other provisions of applicable law which permit landlords to dispossess tenants
6 from commercial properties without the benefit of judicial review.

7 29. Events of Landlord's Default: Tenant's Remedies.

8 (a) Default by Landlord. Any of the following occurrences, conditions or acts
9 by Landlord shall constitute an "Event of Default": (i) Landlord's failure to make any payments
10 of money due Tenant or any third party, including but not limited to the payment of the
11 brokerage commissions pursuant to paragraph 33 hereof, within thirty (30) days after the receipt
12 of written notice from Tenant that same is overdue (in which event the delinquent amount shall
13 accrue interest from the due date at the Default Rate); or (ii) Landlord's failure to perform any
14 nonmonetary obligation of Landlord hereunder within thirty (30) days after receipt of written
15 notice from Tenant to Landlord specifying such default and demanding that the same be cured;
16 provided that, if such default cannot with due diligence be wholly cured within such thirty (30)
17 day period, Landlord shall have such longer period as may be reasonably necessary to cure the
18 default, so long as Landlord proceeds promptly to commence the cure of same within such thirty
19 (30) day period and diligently prosecutes the cure to completion and provided further that in the
20 case of an emergency, Tenant shall be required to give only such notice as is reasonable under
21 the circumstances.

22 (b) Remedies Upon Landlord's Default. Upon the occurrence of an Event of
23 Default by Landlord, at Tenant's option, and without its actions being deemed an election of
24 remedies or a cure of Landlord's default, Tenant may do all or any of the following: (i) provided
25 Tenant has delivered not less than five (5) business days prior written notice of Tenant's intent to
26 pay or perform the obligation which gave rise to the Event of Default (which notice may be
27 included in the initial notice of default given to Landlord pursuant to paragraph 29(a) above), pay
28 or perform such obligations and invoice Landlord the amount of Tenant's actual cost of
29 performance, including any and all transaction costs and attorneys' fees, plus interest at the
30 Default Rate, (ii) if such default by Landlord effectively precludes Tenant from profitably

1 operating its business on the Premises, terminate this Lease and sue for damages, including
2 interest, transaction costs and attorneys' fees as specified in clause (i) above, (iii) recover from
3 Landlord damages Tenant incurs as a result of Landlord's default (including, without limitation,
4 its reasonable attorneys' fees), or (iv) seek injunctive relief and/or specific performance as a
5 remedy for an Event of Default by Landlord. If Tenant elects its rights under clause (i) of this
6 paragraph 29(b) and Landlord fails, within thirty (30) days of receipt of such invoice, to
7 reimburse Tenant for the amounts set forth in the invoice delivered to Landlord pursuant to
8 clause (i), Tenant may offset the amount of such invoice against the Interim Rent, Base Rent,
9 CAM Charges and any and all other amounts or charges due Landlord hereunder until such
10 invoice has been paid in full.

11 Notwithstanding the foregoing paragraph, so long as the Landlord is an affiliate of
12 Cafaro Management Company, Tenant may only exercise its right of offset with respect to costs
13 incurred by Tenant as a result of Landlord's failure to maintain the Common Areas on
14 Landlord's Premises, maintain the insurance coverages required hereunder or pay Real Estate
15 Taxes as required hereunder (unless Landlord has notified Tenant that it is in good faith
16 protesting same and has provided evidence reasonably satisfactory to Tenant that the Tax Parcel
17 is not in imminent danger of foreclosure), and may only exercise such offset right if Landlord
18 has not notified Tenant within thirty (30) days of receipt of Tenant's invoice that Landlord, in
19 good faith, contests the existence of the default giving rise to the work performed by Tenant or
20 the validity of the charges set forth in the invoice.

21 In the event Landlord so notifies Tenant, Tenant shall deposit the amount it seeks to
22 offset against the charges payable to Landlord into a third-party escrow account and initiate a
23 three arbitrator arbitration proceeding in accordance with the expedited arbitration procedures of
24 the American Arbitration Association. In the event Tenant prevails in such arbitration, Tenant
25 shall be entitled to a return of the money deposited in escrow. In addition, Landlord shall pay for
26 the cost of the arbitration, including Tenant's reasonable attorneys' fees incurred in connection
27 therewith, and Tenant shall be entitled to interest on the amounts deposited in escrow by Tenant
28 at the Default Rate (reduced by any interest actually earned by such deposit while on deposit
29 with the third-party escrow agent). If Landlord does not pay such additional amounts within ten
30 (10) days after a decision in favor of Tenant by the arbitrator, Tenant shall have the additional

1 right to offset any such additional amounts against future amounts payable by Tenant to
2 Landlord under this Lease.

3 If Landlord prevails in the arbitration, the escrow agent shall pay the escrow deposit,
4 together with any interest earned thereon, to Landlord. Tenant shall be obligated to pay the costs
5 of arbitration, including Landlord's reasonable attorneys' fees, and Landlord shall be entitled to
6 interest at the Default Rate on the amounts which should have been paid to Landlord under the
7 Lease. Tenant shall pay all amounts due Landlord within ten (10) days after a decision in favor
8 of Landlord by the arbitrators. Tenant shall receive a credit against such amounts for any interest
9 earned on the escrow deposit and paid to Landlord.

10 If Landlord fails to pay Tenant the Lease Incentive Payment in a timely manner, Tenant
11 shall be entitled to the rights and remedies set forth in this Section 29(b) and the Construction
12 Provisions; and, as to a breach of the warranties and representations contained in paragraph 19,
13 Tenant shall be entitled to the remedies provided therein, in addition to those remedies provided
14 herein. The various rights and remedies reserved to Tenant herein are cumulative, and Tenant
15 may pursue any and all rights and remedies (but no others), whether at the same time or
16 otherwise.

17 (c) Exculpation. Notwithstanding anything to the contrary provided in this
18 Lease, except to the extent Landlord elects to self-insure, the liability of Landlord, its partners,
19 principals or joint venturers, under this Lease shall be limited to Landlord's interest in the
20 Shopping Center, including any rents and profits, insurance proceeds and condemnation awards
21 derived therefrom and further including any consideration received by Landlord, its partners,
22 principals or joint venturers, from the sale or other disposition of all or any part of the Shopping
23 Center (with regard to liability arising prior to such sale or disposition). Tenant agrees to look
24 solely to Landlord's interest in the Shopping Center for satisfaction of any and all claims it may
25 have against Landlord, provided that nothing contained herein shall prevent Tenant from
26 bringing a suit for specific performance or seeking injunctive relief against Landlord in an
27 appropriate case, from attaching rents and profits, sale proceeds, insurance or condemnation
28 awards derived from the Shopping Center, nor limit Tenant's rights to any other action or
29 remedy (not involving the personal liability of Landlord, its partners, principals or joint
30 venturers) which may be accorded Tenant by law. Nothing contained herein shall be deemed a

1 waiver of any default by Landlord nor an assumption by Tenant of any liability of Landlord, its
2 partners, principals or joint venturers.

3 (d) Time is of the Essence. Notwithstanding anything contained herein to the
4 contrary, Landlord covenants that it shall complete its delivery obligations in accordance with
5 Section 1 of the Construction Provisions. In the event that Landlord fails to complete its delivery
6 obligations in accordance with Section 1 of the Construction Provisions, Tenant may, at its sole
7 election, exercise such remedies as are set forth herein.

8 30. Waiver. If either Landlord or Tenant fails to insist on the strict observance by the
9 other of any provisions of this Lease, neither shall thereby be precluded from enforcing nor be
10 held to have waived any of the obligations, past, present or future, of this Lease. Either party
11 may accept late payment or performance by the other without waiving any Event of Default
12 which may then have accrued.

13 31. Compliance with Applicable Laws. During the Term, Landlord and Tenant shall
14 comply in accordance with paragraph 10 of this Lease with all lawful requirements of the local,
15 county and state health boards, police and fire departments, municipal and state authorities and
16 any other governmental authorities with jurisdiction over the Improvements, and of the board of
17 fire underwriters, respecting Tenant's use and occupancy of the Improvements. In the event that
18 Tenant, within thirty (30) prior days' written notice (except in the case of an emergency, in
19 which event only such notice as is reasonable under the circumstances shall be required) from
20 Landlord or any such authority ordering performance of any such work which Tenant is required
21 to perform in order to remain in, or come into, compliance with any such requirement, fails to
22 perform or diligently commence performance of same with reasonable promptness, Landlord
23 may perform said work and collect the reasonable cost thereof plus interest at the Default Rate
24 from Tenant with the next installment or installments of Base Rent. In the event that Landlord,
25 within thirty (30) prior days' written notice (except in the case of an emergency, in which event
26 only such notice as is reasonable under the circumstances shall be required) from Tenant or any
27 such authority ordering performance of any such work which Landlord is required to perform in
28 order to remain in, or come into, compliance with any such requirement, fails to perform or
29 diligently commence performance of same with reasonable promptness, Tenant may perform

1 said work and deduct the reasonable cost thereof plus interest at the Default Rate from Landlord
2 with the next installment or installments of Base Rent.

3 32. Notices. Any notice permitted or required to be given pursuant to this Lease shall
4 be deemed to have been given three (3) business days after mailing a written notice by certified
5 mail, postage prepaid, return receipt requested, or one (1) business day after sending by Federal
6 Express or other comparable overnight express courier service (with proof of receipt available),
7 addressed to the parties as follows:

8

9 If to Tenant: CIRCUIT CITY STORES, INC.
10 Deep Run I
11 9950 Mayland Drive
12 Richmond, Virginia 23233
13 Attention: Corporate Secretary

14 with a copy to: CIRCUIT CITY STORES, INC.
15 Deep Run I
16 9950 Mayland Drive
17 Richmond, Virginia 23233
18 Attention: Vice President of Real Estate

19 If to Landlord: THE CAFARO NORTHWEST PARTNERSHIP
20 2445 Belmont Avenue
21 P. O. Box 2186
22 Youngstown, Ohio 44504-0186
23 Attention: Legal Department

24 or to such other addressees as any party hereto shall from time to time give notice to the other
25 party in accordance with this paragraph.

26 All payments required under this Lease to be paid to Landlord shall be delivered to
27 Landlord, in its name, at P.O. Box 714090, Columbus, Ohio 43271-4090, or to such other
28 address as Landlord may designate by written notice, except any payment containing a
29 conspicuous statement to the effect that the payment is being tendered as full satisfaction of any
30 obligation owed by Tenant to Landlord under this Lease. Any payment bearing a conspicuous
31 statement to the effect that the payment is being tendered as full satisfaction, such as "payment in
32 full" or the like, shall be delivered to Landlord, in its name, at 2445 Belmont Avenue, P. O. Box
33 2186, Youngstown, Ohio 44504-0186, Attention: Credit and Collections Manager. Tenant
34 agrees that acceptance by Landlord of any payment containing such language shall not preclude

1 Landlord from collecting the full amount rightfully owed to it under the terms of the Lease.

2 Payment shall be deemed delivered when same are actually received by Landlord.

3 33. Brokers. Landlord and Tenant each covenant that they have not dealt with any
4 real estate broker or finder with respect to this Lease, except for Millenium Retail Partners, LLC,
5 First American Properties, and The Equity Group , which the parties agree and acknowledge
6 represents Tenant only, and which shall be paid an aggregate commission by Landlord (payable
7 to First American Properties) of \$4.00 per square foot of ground-floor building area pursuant to
8 their separate written agreement. Landlord agrees that said brokers are representing Tenant with
9 respect to this leasing transaction, and, although Landlord is responsible for payment of said
10 commission, said brokers owe no fiduciary's, agent's or other duty whatsoever to Landlord.
11 Except for the foregoing, each party shall hold the other party harmless from all damages,
12 claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels
13 of proceedings), resulting from any claims that may be asserted against the other party by any
14 real estate broker or finder with whom the indemnifying party either has or is purported to have
15 dealt.

16 34. Miscellaneous.

17 (a) Headings and Gender. All paragraph headings, titles or captions contained
18 in this Lease are for convenience only and shall not be deemed a part of this Lease and shall not
19 in any way limit or amplify the terms and provisions of this Lease. The masculine, feminine or
20 neuter gender and the singular or plural number shall be deemed to include the others whenever
21 the context so requires or indicates.

22 (b) Construction. The parties hereto agree that all the provisions hereof are to
23 be construed as covenants and agreements as though the words importing such covenants and
24 agreements were used in each separate paragraph hereof.

25 (c) Waiver of Jury Trial. In the event of any court action arising out of this
26 Lease, each party hereby expressly waives its right to trial by jury.

27 (d) Relationship of Landlord-Tenant. Nothing contained in this Lease shall be
28 deemed or construed by the parties hereto or by any third person to create the relationship of
29 principal and agent, partnership, joint venture, or any other association between Landlord and
30 Tenant other than the landlord-tenant relationship described herein.

1 (e) Entire Agreement; Merger. This Lease, including all exhibits hereto
2 (which are hereby incorporated herein by reference for all purposes), contains the full and final
3 agreement of every kind and nature whatsoever between the parties hereto concerning the subject
4 matter of this Lease, and all preliminary negotiations and agreements of whatsoever kind or
5 nature between Landlord and Tenant are merged herein. This Lease cannot be changed or
6 modified in any manner other than by a written amendment or modification executed by
7 Landlord and Tenant.

8 (f) Attorneys' Fees. In the event either party shall be required to commence
9 or defend any action or proceeding against any other party by reason of any breach or claimed
10 breach of any provision of this Lease, to commence or defend any action or proceeding in any
11 way connected with this Lease or to seek a judicial declaration of rights under this Lease, the
12 party prevailing in such action or proceeding shall be entitled to recover from or to be
13 reimbursed by the other party for the prevailing party's reasonable and actual attorneys' fees and
14 costs through all levels of proceedings.

15 (g) Partial Invalidity. If any provision of this Lease or the application thereof
16 to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this
17 Lease and its application to other persons or circumstances shall not be affected by such partial
18 invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or
19 unenforceable provision was never a part hereof.

20 (h) Consents. Any consent or approval granted by either party hereunder shall
21 be deemed a consent only as to the matter on which such consent was requested and shall not
22 waive the consenting party's right to give or withhold consent to any subsequent matter.

23 (i) Holidays. If the day on which rent or any other payment due hereunder is
24 payable falls on a Saturday, Sunday or on a legal holiday, it shall be payable on the following
25 business day.

26 (j) Applicable Law. This Lease shall be construed in accordance with the
27 laws of the State, and the parties agree that jurisdiction for all actions hereunder shall lie therein.

28 (k) Successors and Assigns. All rights, obligations and liabilities herein given
29 to or imposed upon any party hereto shall extend to the permitted successors and assigns of such
30 party.

1 (l) Counterparts. This Lease may be executed in one or more identical
2 counterparts, and as so executed by all parties hereto shall constitute a single instrument for
3 purposes of the effectiveness of this Lease.

4 (m) Trademarks and Trade Names. All trademarks, trade names, service
5 marks, signs and all other marks of identification used by Tenant in its business shall at all times
6 remain the exclusive property of Tenant, and Landlord shall have no right, interest in, or title to
7 any of Tenant's trademarks, trade names, service marks, signs or other marks of identification.

8 (n) Exhibits. All of the Exhibits to this Lease are incorporated by reference
9 for all purposes and are part of this Lease.

10 (o) No Construction Against Either Party. This Agreement shall be
11 interpreted to give it fair meaning and shall not be construed against either party.

12 35. Construction, Operation and Reciprocal Easement Agreement. This Lease is
13 subject and subordinate to the REA provided, that if there is any inconsistency between the REA
14 and the Lease, as between Landlord and Tenant, the Lease shall control. The provisions of this
15 clause shall be self-operative; however, Tenant, upon by request of any party in interest, shall
16 execute promptly such agreements or instruments to effectuate the intent of this clause.
17 Landlord agrees that, without first obtaining Tenant's prior written consent, it shall not amend or
18 modify the REA in any manner which adversely affects Tenant's rights or obligations with
19 respect to the Shopping Center.

20 Further, Landlord reserves the right to sever the ownership of or title to the various
21 sections of the Shopping Center and/or to place separate mortgages on said sections, in which
22 case the rights of Tenant, including, but not limited to, Tenant's rights under Section 29 hereof
23 will be preserved by a written declaration approved by Tenant, which approval shall not be
24 unreasonably withheld, delayed, or conditioned, to be executed by the Landlord and duly
25 recorded, creating mutual, reciprocal and interdependent rights to use the parking and other
26 Areas and the utilities and facilities needed for the full use and enjoyment of the Tenant and
27 without impairing any of the duties and obligations of the Landlord to Tenant under this Lease.
28 Tenant covenants to execute from time to time such instruments reasonably required by Landlord
29 and/or its Mortgagee to effectuate the provisions of this clause. Landlord covenants to reimburse

1 Tenant for all legal fees and other costs incurred by Tenant in connection with effectuating the
2 provisions of this clause.

3 36. Confidentiality. The parties hereto, including, but not limited to, their heirs,
4 successors, assigns and legal representatives, agree that this Lease may not be recorded and that
5 all such parties hereby agree to use their best reasonable efforts to preserve the confidentiality of
6 this transaction. This confidentiality agreement extends to any developers, bankers, lawyers,
7 accountants, employees, agents or any other persons acting on behalf of the parties hereto. Any
8 breach of this confidentiality agreement shall constitute an automatic Event of Default without
9 notice or cure provided, for which either party may recover damages as their sole remedy and for
10 which neither party can terminate this Lease. Notwithstanding the foregoing, Landlord shall
11 have the right to make such disclosures regarding this Lease as are reasonably required in
12 connection with the sale of the Shopping Center, the financing or refinancing of the Shopping
13 Center, a governmental or judicial order or mandate, litigation, a condemnation proceeding, or to
14 an insurance carrier or broker, tax consultant or other party which customarily requires access to
15 such information and Tenant shall have the right to make such disclosures regarding this Lease
16 as are reasonably required in connection with any financing arrangements, a governmental or
17 judicial order or mandate, litigation, a condemnation proceeding, or to an insurance carrier or
18 broker, tax consultant or other party which customarily requires access to such information.

19 37. Recapture Right/Failure to Operate. If Tenant fails, for a period of three hundred
20 sixty-five (365) consecutive days, to be open for business in the Premises (excluding a closing
21 due to a casualty, condemnation or force majeure) Landlord shall have the right to terminate this
22 Lease at any time after the expiration of such one (1) year period and prior to Tenant reopening
23 for business, by delivery to Tenant of notice that the Lease shall terminate if Tenant does not
24 reopen for business within ninety (90) days of receipt of such notice; provided, however, such
25 notice shall be deemed to be null and void and no force and effect if, following receipt thereof
26 and prior to the expiration of such ninety (90) day period, Tenant either (i) reopens its business
27 fully stocked, fixtured and staffed or (ii) delivers evidence (in the form of at least a mutually
28 executed memorandum of such agreement setting forth a summary thereof) to Landlord that
29 Tenant has entered into a bona fide assignment or sublet of the Premises and such assignee or
30 sublessee subsequently opens its business fully stocked, fixtured and staffed within one-hundred

1 eighty (180) days of the date of such assignment or sublet. If Landlord does so terminate this
2 Lease, Landlord shall reimburse to Tenant all of Tenant's unamortized costs of its improvements
3 (including, without limitation tenant improvements and fixtures [other than removable trade
4 fixtures], but excluding inventory) to the Premises which have not been previously reimbursed to
5 Tenant or included in the Lease Incentive Payment. For purposes of calculating Tenant's
6 unamortized cost of an improvement to the Premises Tenant shall utilize an amortization period
7 equal to the lesser of (i) the remainder of Term (including all previously exercised option
8 Periods) when the improvement was put in service or (ii) the useful life of the applicable
9 improvement as determined for Tenant's federal income tax purposes. The parties hereby agree
10 that the provisions of the preceding two (2) sentences shall survive the termination of this Lease.

11 This Lease may be signed by Landlord and Tenant using counterpart signature pages.
12 The Lease shall be deemed mutually executed upon each party's receipt of such counterpart
13 signature pages.

14

15 [BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

16

17

18

19

1 WITNESS the following signatures and seals:

2
3 LANDLORD

4
5 WITNESS:

6
7 THE CAFARO NORTHWEST PARTNERSHIP,
8 an Ohio General Partnership

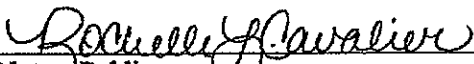
9 By: 

10 Name: Anthony M. Cafaro, Sr.

11 Title: Authorized Agent

12
13 STATE OF OHIO)
14) SS:
15 COUNTY OF MAHONING)
16

17 Personally appeared before me, the undersigned, a Notary Public in and for said County
18 and State, Anthony M. Cafaro, Sr., known to me to be the Authorized Agent of THE CAFARO
19 NORTHWEST PARTNERSHIP, the Partnership which executed the foregoing document, who
20 acknowledged that he did sign the foregoing instrument for and on behalf of said Partnership,
21 being thereunto duly authorized; that the same is his free act and deed as such Authorized Agent
22 and the free act and deed of said Partnership.
23

24 
25 Notary Public

26
27 **ROCHELLE L. CAVALIER**
28 Notary Public, State of Ohio
29 My Commission Expires May 28, 2007
30

31 [BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

1
2 WITNESS the following signatures and seals:
3

4 TENANT

5
6 WITNESS:

7 Raffie F CIRCUIT CITY STORES WEST COAST, INC.
8 an California Corporation
9 Virginia

10 By: Steven E. Jackson

11 Name: Steven E. Jackson

12 Title: Vice President of Real Estate Matters
13
14
15
16

17 STATE OF Virginia)

18) SS:

19 COUNTY OF Henrico)
20

21 Personally appeared before me, the undersigned, a Notary Public in and for said County
22 and State, Steven E. Jackson known to me to be the VP, Real Estate of
23 CIRCUIT CITY STORES WEST COAST, INC., a California corporation, the Corporation
24 which executed the foregoing document, who acknowledged that he/she did sign and seal the
25 foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by
26 its Board of Directors; that the same is their free act and deed as such officers and the free act
27 and deed of said Corporation.
28

29 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
30 Henrico County, VA, this 20th day of September, 2005.
31

32 Joyce C. Wadsworth
Notary Public

33 My Commission Expires May 31, 2007
34
35
36

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EXHIBIT 'I'

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT, made as of this 19 day of January 2007 between THE CAFARO NORTHWEST PARTNERSHIP (herein called "Landlord"), and CIRCUIT CITY STORES, INC., (herein called "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain premises situated in the City of Puyallup, Pierce County, Washington (herein called the "Premises"); and

WHEREAS, by that certain Lease dated September 9, 2005 (herein called the "Lease"), Landlord leased the Premises to Tenant; and

WHEREAS, Tenant is in possession of the Premises and the term of the Lease has commenced; and

WHEREAS, under Paragraph 24 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease commenced on, and the Commencement Date (as such term is defined in the Lease) was, August 19, 2006. The term of the Lease shall expire on January 31, 2022 unless Tenant exercises any option to extend the term of the Lease or unless the Lease terminates earlier as provided in the Lease.

2. The date of commencement of the first "Option Period" (as such term is defined in the Lease) shall be February 1, 2022 if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, 2027 unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

3. The date of commencement of the second Option Period shall be February 1, 2027 if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, 2032 unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

4. The date of commencement of the third Option Period shall be February 1, 2032 if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, 2037 unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
the day and year first above written.

LANDLORD:

THE CAFARO NORTHWEST PARTNERSHIP

By: Lundy I. Meatore

TENANT:

CIRCUIT CITY STORES, INC.,
A Virginia corporation

By: [Signature] 2/22/07

Name: John B. Mulready

Title: Vice President, Real Estate and Construction

